



City of Cleveland

Frank G. Jackson, Mayor

Department of Public Works

500 Lakeside Avenue

Cleveland, Ohio 44114-1099

216/664-3550 Fax: 216/664-6154

www.cleveland-oh.gov

July 1, 2021

Request for Proposal: First-Class Food and Beverage Services at Public Auditorium and Conference Center

Proposal Deadline: August 5, 2021

Dear Proposer:

The City of Cleveland is soliciting proposals from qualified firms who have owned and/or managed a successful food service facility; to operate a first-class food and beverage service and to promote the City's facilities through the operation needed to remain an appealing, viable and competitive venue for events.

A preproposal teleconference will be held **Wednesday, July 14, 2021 at 11:00 a.m.** Eastern Standard/Daylight time. Prospective proposers are encouraged to participate in the conference although attendance is not mandatory. Interested participants must **log into the link** listed below and after the meeting concludes, forward their name, the name of company they are representing and contact number to M. Yanna Maxwell at ymaxwell@city.cleveland.oh.us. Additional questions may be submitted via email to M. Yanna Maxwell. The deadline to submit questions is **Tuesday, July 20, 2021**.

A copy of the questions and answers in the form of an Addendum to the RFP will be sent to each prospective proposer, who received an RFP and or attended the non-mandatory pre-proposal meeting. Such addenda will become part of the RFP. All revisions to this RFP will be in the form of such written addenda, and no oral revisions should be relied on by any proposer for any purpose.

Join from the meeting link

<https://cityclevelandoh.webex.com/cityclevelandoh/j.php?MTID=ma8b1b53c5a1cc6a36dfb3a18de268c0a>

Join by meeting number

Meeting number (access code): 1722 22 8044

Meeting password: wXNVd2P6uV4

Tap to join from a mobile device (attendees only)

+1-415-655-0003,,1722228044## US Toll

An Equal Opportunity Employer

Join by phone
+1-415-655-0003 US Toll
Global call-in numbers

(access code **1722 22 8044##**). At or before the teleconference interested parties may submit or ask questions pertaining to the Request for Proposal ("RFP") and the services desired.

If you are interested, please submit an electronic copy of your proposal along with completed MBE/FBE Schedules 1-4, W-9, Vendor Entry form and a notarized copy of the 2021 Non-Competitive Bid Affidavit via An Equal Opportunity Employer USB/CD and an electronic copy no later than **3:00 pm on Thursday, August 5, 2021** to:

City of Cleveland, Dept. of Public Works: Michael E. Cox, Director
500 Lakeside Ave. E. – 3rd Floor
Cleveland, Ohio 44114
Attn.: M. Yanna Maxwell

No proposals will be accepted after that date and time unless the City extends the deadline by a written addendum. The City reserves the right to accept a proposal in whole or in part, to reject any and all proposals, and to negotiate separately, as necessary, to serve the best interests of the City of Cleveland. Firms whose proposals are not accepted will be notified in writing. At or before the conference interested parties may submit or ask questions pertaining to this Request for Proposals ("RFP") and the services desired.

A tour of the facility will begin at 1:40 p.m. on July 15, 2021, one day after the virtual Pre-proposal meeting. Prospective proposers are encouraged to attend the conference although attendance is not mandatory.

If you have any questions, please do not hesitate to contact Susie Claytor, at (216)348-2275. Thank you for your attention to this matter.

Sincerely,



Michael E. Cox, Director
Department of Public Works

MEC/mam

cc: Susie Claytor, Deputy Commissioner
Kim Johnson, Assistant Director
John Laird, Manager of Administration
File

2021 FIRST-CLASS FOOD AND BEVERAGE SERVICE

Cover Page

**FOR THE
CLEVELAND PUBLIC AUDITORIUM & CONFERENCE CENTER**

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FIRST-CLASS FOOD AND BEVERAGE SERVICE Public Auditorium and Conference Center

I. INTRODUCTION AND BACKGROUND

The City of Cleveland, Department of Public Works, in coordination with the Division of the Cleveland Public Auditorium & Conference Center intend to enter into an agreement with a professional organization to provide concessions, banquet catering, bar, and beverage service for the Public Auditorium & Conference Center (PACC). The concessionaire will conduct a first rate, professional, full service operation in a way which will enhance the marketability of the Cleveland Public Auditorium and Conference Center and increase revenue by its usage.

The Cleveland Public Auditorium and Conference Center offers over 29,700 sq. ft. of useable exhibition space, which can also be used as a banquet area that will accommodate up to 2,000 guests. In addition, the facility has three theaters with a seating capacity of 600 to 9,000; 13 meeting rooms capable of handling from 10 to 700 people; and a 21,000 sq. ft. pre-function grand reception hall.

The concessions contract will provide the firm selected with exclusive rights to food and beverage service within the Cleveland Public Auditorium and Conference Center. The selected firm shall provide service in a professional manner, consistent with established standards, best industry practices and all applicable laws and ordinances. The selected firm shall achieve the greatest possible revenue for the City, consistent with industry standards and based on competitive pricing and quality. The selected firm shall provide all operations, management services, food preparation, beverage service and procurement of labor and supervision and selected firm shall be responsible for all direct operating costs, labor costs and food and beverage costs as well as business overhead expenses, small wares and normal business expenses.

II. GENERAL SCOPE OF REQUESTED SERVICES:

A. QUALITY OF PRODUCT

1. Concessionaire must maintain a standard of excellence by providing quality food and beverage items and superior service.
2. All items offered shall be subject to Federal, State, County and City inspections as to the quality and quantity at the expense of the concessionaire.
3. A measurable quality control standards plan covering areas of operation such as food preparation, facility cleanliness, public sanitation, employee appearance, courtesy and demeanor toward the public and supervisory management, must be implemented and included as part of this proposal. The plan should include a sample outline of any Quality Service Programs that are currently used by

your company and ongoing training offered to staff to assure programs are implemented consistently by staff and management.

B. MENU AND PRICING

1. Proposal must include a menu of items that your firm is intending to offer. A wide variety of items, which are creatively presented in a professional manner, is of great importance.
2. It is the intent of the City of Cleveland to keep prices fair and reasonable. The concessionaire will not provide any item at any price not approved by the Director of Public Works.
3. The concessionaire will be required on request, to submit to the City a complete list of its specific cost for all items offered.
4. Proposal must include a current price list of the items listed in your menu with this proposal. Include portion size where applicable and a listing of the minimum purchase standards your company adheres to for all major food and beverage provisions. Provide information on the use of fresh products in your menu preparation.

C. KITCHEN EQUIPMENT

1. The Cleveland Public Auditorium and Conference Center currently operates a satellite kitchen and various support areas within the facility. The concessionaire will be responsible for providing and installing at their own expense, any additional equipment and furnishings necessary for the kitchen areas, as well as any support areas needed in the facility in their scope of operation. The facilities shall enable on premise preparation of all food served. All equipment and furnishings shall be approved by the Director of Public Works, and become property of the City of Cleveland at the end of the term of the agreement.
2. Included under **Exhibit A** of this RFP is a current inventory list of Equipment and Furnishings in the kitchen areas of The Cleveland Public Auditorium and Conference Center. Please be as detailed as possible as to the type and design of additional kitchen equipment, furnishings, and support areas in your proposal. The City of Cleveland will provide all necessary plans and drawings to assist you in the endeavor, to the extent available.

D. EQUIPMENT AND FURNISHINGS

1. The Cleveland Public Auditorium and Conference Center maintains an inventory of equipment used in conjunction with its food service operation. The concessionaire shall provide, at their sole expense, all additional loose equipment and furnishing required in their scope of work. Equipment inventories to be maintained shall include but are not limited to the following:
2. Round banquet tables and chairs to accommodate 2,500 people.
3. Linens and table skirting with different color schemes of linens/napkins should be provided.

4. China, glassware, and silverware of high quality.
5. Serving tables, portable bar equipment, and other banquet equipment, servicing equipment, etc., as required.
6. Concessionaire shall identify each item of Concessionaire's equipment valued in excess of One Hundred Dollars (\$100.00) by a tagging method approved by the Director of the Department of Public Works, using a master list of numbers provided to the Director. Untagged equipment shall be deemed to be the property of the City.
7. Included under **Exhibit B** of this RFP is a current list of loose equipment and furnishings used in conjunction with our food service operation.
8. Please be as detailed as possible as to the type and design of additional loose equipment and furnishings in your proposal. Samples of linens, china, glassware, and silverware should be presented with bids.

E. SECURITY

1. Concessionaire shall provide security for its activities on the Premises. The City has no obligation to protect, replace or pay for anything of value stolen or lost from Concessionaire, its employees, agents or business invitees or from the premises.

F. MAINTENANCE

1. It is mandatory that the interior maintenance for the premises, including furnishings, fixtures, and equipment be kept in excellent repair, safe condition, and first class appearance. To this end, a comprehensive sanitation program must be implemented to insure that the highest standards of cleanliness and sanitation are maintained at all times, this includes trash removal immediately upon daily event closure. Proposal must include maintenance and sanitation plan.

G. PEST CONTROL

1. Concessionaire shall provide, at its sole expense, for pest control in or at its area of operation, and for specific compliance with all public health, food handling, and sanitation and storage requirements.

H. CASH HANDLING EQUIPMENT

1. Concessionaire shall provide and use modern, efficient cash handling equipment. All cash control equipment shall have a non-resettable grand total to allow for a complete and accurate audit trace.

I. UTILITIES

1. The concessionaire must provide at their expense, janitorial service, exterminating services and telephone services. The City reserves the right to additionally charge for electricity, heat, internet and air conditioning.

J. SUSTAINABLE SERVICES

1. As part of the City of Cleveland's commitment to sustainability proposers are encouraged to offer services that promote the use of locally sourced goods and reduce the waste and impact from events.

K. PROJECT MANAGEMENT

1. A fully qualified, experienced, and competent manager is required to manage and supervise the operation and to coordinate all activities with the management of the Cleveland Public Auditorium and Conference Center. Such manager shall have complete responsibility of the concession, and have the authority to respond quickly and decisively to the City in all matters affecting its operation. Well-trained, qualified, and competent supervisors are to be available at all times to insure efficient operation. Concessionaire shall supply all employees necessary to provide satisfactory operation and maintenance at all times. All employees shall be well trained and qualified for the jobs they are to perform.

L. UNIFORM

1. An attractive employee uniform program is required. Uniforms shall be subject to approval of the Commissioner of the Cleveland Public Auditorium and Conference Center. Please submit in your proposal a complete employee uniform program with samples.

III. TERM AND TERMINATION:

A. THE CITY OF CLEVELAND HAS THE AUTHORITY TO ENTER INTO AGREEMENTS FOR THE CLEVELAND PUBLIC AUDITORIUM AND CONFERENCE CENTER FOR A PERIOD OF THREE YEARS, WITH THE CITY HAVING THE OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS.

- B.** The city may terminate the agreement at any time for cause upon failure to perform in the manner satisfactory to the City after successful proposer has received written notice as provided in the agreement. Such notice may specify, among other matters, bankruptcy, unsatisfactory adherence to schedules, unsatisfactory performance of services, unsatisfactory operating practices or unsatisfactory equipment and failure to comply with

other provisions of the agreement. The City shall, in the sole exercise of its business judgment, determine whether the service or any part thereof, is being performed in an unsatisfactory manner.

- C. The City may terminate the agreement for cause and without any prior notice should the successful proposer fail to maintain any licenses or permits as required by the agreement or fail to adhere to the City's and/or Department's applicable rules and regulations.
- D. The City may, at any time and in its sole discretion, without cause and upon one hundred eighty (180) calendar days' written notice, discontinue the agreement entirely. Such discontinuance of the agreement by the City shall not constitute a breach of the agreement by the City and the City shall have no obligation or liability whatsoever; and successful proposer shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.
- E. Failure of the successful proposer to strictly enforce a subcontract agreement with any of its subcontractors shall be considered a default by the successful proposer and grounds for termination of its agreement with the City.

IV. FINANCIAL OFFER:

- A. The contract for the described services specified herein is anticipated to be based on a minimum annual guarantee or a percentage of gross revenue, whichever is greater. Proposer shall propose a minimum annual guarantee and percentage of gross revenue (financial offer) for each year of the agreement including option terms. Your proposal should also state the amount of capital outlay spent in the scope of services outlined in this proposal. Although the fee to the City is not the deciding factor in the selection process, it will be evaluated with other criteria specified herein and already submitted.
- B. The response to the compensation aspects of the RFP should be sealed in a separate envelope and labeled "Section III-A: FINANCIAL OFFER" of your proposal.

V. AMERICANS WITH DISABILITY ACT:

- A. Successful Proposer shall be required to submit a statement indicating compliance with the Americans with Disabilities Act ("ADA"), Public Law 101-336, including (i) actions taken to comply with ADA at the Concession Premises; (ii) information regarding lawsuits or complaints filed against the Successful Proposer pursuant to the ADA; and (iii) plans for future actions to enhance both ADA mandated and voluntary accessibility.

VI. PROPOSAL REQUIREMENTS:

- A.** Each proposer shall submit its proposal(s) in the number, form, and manner, and by the date and time and at the location required in the section, Introduction and Background above.
 - 1.** Each Proposer shall provide all information requested in this Request for Proposal. The proposer must organize its proposal package to address each of the elements in this RFP in the order listed in Section VIII. The proposer should carefully read all instructions and requirements and furnish all information requested. If a Proposal does not comply with all terms, conditions, and requirements for submittal, the City may consider it unacceptable and may reject it without further consideration.
 - 2.** The City wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all proposals should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non-re-usable materials. Materials should be in a format permitting easy removal and recycling of paper. A proposer should, to the extent possible, use products consisting of or containing recycled content in its proposal including, but not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Do not submit any or a greater number of samples, attachments or documents not specifically requested.
 - 3.** Proposals should be prepared simply and economically in 8 1/2" x 11" format, providing straightforward, concise description. Company brochures should be a separate attachment to the bound proposals.

VII. THE CITY'S RIGHTS AND REQUIREMENTS:

- A.** The Director, at his/her sole discretion, may require any Proposer to augment or supplement its proposal or to meet with the City's designated representatives for interview or presentation to further describe the Proposer's qualifications and capabilities. The requested information, interview, meeting, or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.
- B.** The City reserves the right, at its sole discretion, to reject any proposal that is incomplete or unresponsive to the requests or requirements of this RFP. The City reserves the right to reject any or all proposals and to waive and accept any informality or discrepancy in the proposal or the process as may be in the City's best interest.

C. PROPOSAL AS PUBLIC RECORD:

1. Under the laws of the State of Ohio, all parts of a proposal, other than trade secret or proprietary information and the fee proposal, may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the Proposer should clearly mark each page - but only that page - of its proposal that contains proprietary information. The City cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the proposal. Blanket marking of the entire proposal as “proprietary” or “trade secret” will not protect an entire proposal and is not acceptable.

D. CLEVELAND AREA BUSINESS CODE:

1. Requirements. During performance of this Agreement, Contractor shall comply with all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976 (“C.O.”), and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Contractor’s:
 - a. Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement;
 - b. Compliance and cooperation with Project Monitors, whether from the Mayor’s Office of Equal Opportunity (the “OEO”) or the contracting department;
 - c. Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Contractor’s compliance; and
 - d. Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department director(s) at key intervals during performance of the contract services (e.g. 25% completion, 50% completion, 75% completion).
2. Failure to Comply. When determining the contractor’s future eligibility for a City contract, the City shall consider a contractor’s failure to comply with the representations of its proposal and the requirements under the *Code* as a failure to faithfully perform a contract.
3. Under the *Cleveland Area Business Code*, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs), and Cleveland- area

small businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful proposer for a contract will be a firm that shares that commitment. Accordingly, a proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub-consultants that are certified by the Mayor's Office of Equal Opportunity (the "OEO") in its proposal.

4. The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business ("CSB") subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise ("MBE"), Female Business Enterprise ("FBE"), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFP.
5. To document its good-faith effort to utilize certified MBE, FBE and CSB sub-consultants, each proposer must complete Schedules 1 through 4 found in the *Cleveland Area Business Code - Notice to Bidders and Schedules*. These schedules identify the Proposer's proposed use of MBE, FBE and CSB sub-consultants on the project, which evidences the proposer's good-faith effort to obtain the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal and they will be forwarded to the City's Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal
6. Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs and FBEs by checking the City's website at <http://www.city.cleveland.oh.us>. On the home page, select "Office of Equal Opportunity" from the drop-down menu of City departments. On the Office of Equal Opportunity page, you will find a selection in the left-hand column for "CSB/MBE/FBE Registry".
7. Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub-consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.
8. The City Office of Equal Opportunity will monitor participation of MBE, FBE, and/or CSB sub-consultants throughout the duration of the engagement or project. The successful proposer, as contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.
9. The *Cleveland Area Business Code*, any *Regulations* promulgated under the *Code*, and the *OEO Notice to Bidders & Schedules* are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.

10. The successful proposer, as contractor, will be required to comply with all terms, conditions, and requirements imposed on a “contractor” in the following *Equal Opportunity Clause*, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, “treated” means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.
11. Within 60 calendar days after entering into a contract, the successful Proposer, as Contractor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor’s recruitment, selection, and advancement processes.

E. TERM OF PROPOSAL’S EFFECTIVENESS:

1. By submission of a proposal, the Proposer agrees that its proposal will remain effective and eligible for acceptance by the City until the earlier of the execution of a final contract or 180 calendar days after the proposal submission deadline.

F. EXECUTION OF A CONTRACT:

1. The Successful Proposer shall, within ten (10) business days after receipt of a contract prepared by the City Director of Law, exclusive of Saturdays, Sundays and holidays, execute and return the contract to the City together with evidence of proper insurance and intent to conform to all requirements of the contract.

G. "SHORT-LISTING":

1. The City reserves the right to select a limited number (a "short list") of Proposers to make an oral presentation of their qualifications, proposed services, and capabilities. The City will notify the Proposers selected for oral presentations in writing.

H. PROPOSER'S FAMILIARITY WITH RFP; RESPONSIBILITY FOR PROPOSAL:

1. By submission of a proposal, the Proposer acknowledges that it is aware of and understands all requirements, provisions, and conditions in and of this RFP and that its failure to become familiar with all the requirements, provisions, conditions, and information either in this RFP or disseminated either at a pre-proposal conference or by addendum issued prior to the proposal submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the successful proposer will not relieve it from responsibility for all parts of its Proposal and, if selected for contract, its complete performance of the contract in compliance with its terms. Proposer acknowledges that the City has no responsibility for any conclusions or interpretations made by Proposer on the basis of information made available by the City. The City does not guarantee the accuracy of any information provided and Proposer expressly waives any right to a claim against the City arising from or based upon any incorrect, inaccurate, or incomplete information or information not otherwise conforming to represented or actual conditions.

I. INTERPRETATION:

1. The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this RFP or a Proposal or given in any manner, except by written addendum. The City will mail, e-mail, or otherwise deliver one copy of each addendum issued, if any, to each individual or firm that requested and received a RFP. Any addendum is a part of and incorporated in this RFP as fully as if originally written herein

J. INSURANCE:

1. The Successful Proposer, at its expense, shall at all times during the term of the contract resulting from this RFP, maintain the following insurance coverage. The insurance company providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A. M. Best Company or equivalent. The Successful Proposer, as contractor, shall provide a copy of the policy or policies and any necessary

endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.

- a. Commercial General Liability insurance including, without limitation, coverage for Products Liability, Independent Contractor Operations, Liquor Liability, and Contractual Liability insurance applicable to the liabilities assumed by the Concessionaire. Limits of liability shall be not less than those customarily carried with respect to premises similar and in no event less than one million dollars (\$1,000,000) per occurrence applicable to claims for personal injury, including death, one million dollars (\$1,000,000) per occurrence for claims of property damage. All coverage specified shall be maintained for the term of the agreement, including any rewards and shall name the City of Cleveland as an additional insured.
- b. Workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio.
- c. Statutory unemployment insurance protection for all of its employees.
- d. Such other insurance coverage(s) as the City may reasonably require.

K. LAW COMPLIANCE:

1. The concessionaire shall comply with all existing laws and regulations which are current and enacted during the term of the agreement at their sole expense, including all permits, license and authorizations required by law to provide food, non-alcoholic, and alcoholic beverage.

VIII. QUALIFICATION FOR PROPOSAL:

- A. Each Proposer, regardless of the form of its business entity, must meet the following requirements. Failure to meet all requirements may be cause for rejection of a proposal. If Proposer is a partnership, at least one general partner or constituent member must meet the requirements. Each Proposer must:

1. Provide evidence that it has a minimum of five or more continuous years of experience within the last ten years in the ownership or management of a concession similar in size relating to the required services and deliverables described in this RFP. Ownership is defined as active involvement in the day-to-day management of the business and should not be so designated solely by a percentage ownership.

2. Be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.
3. Possess or demonstrate it qualifies for all applicable licenses, certificates, permits, or other authorizations required by any governmental authority, including the City, having jurisdiction over the operations of the Successful Proposer and the proposed services.
4. Submit with its proposal at least three (3) written, verifiable, references dated within the last three months from clients for which the Proposer has rendered services substantially similar to those sought by this RFP, and recommending Proposer for selection for such services.

IX. PROPOSAL CONTENTS:

- A. Each proposal shall include the following parts in the below order. Please separate and identify each part by tabs for quick reference. Each proposal should be organized to facilitate its evaluation.
- B. **COVER LETTER:** The cover letter shall identify and introduce the Proposer and provide other general information about Proposer's business organization including, at least, in one or more attachments or in the Proposal, Proposer's name, principal address, federal ID number, telephone and facsimile numbers, and e-mail address.
 1. If a corporation, provide the state of incorporation, and the full name, title, and experience of each high level corporate officer. If the Proposer is not an Ohio corporation, please state whether or not the Proposer is qualified to do business in the State of Ohio as a foreign corporation. A foreign corporation must provide evidence, prior to execution of a contract, that is qualified to do business in the State of Ohio or it must register with the Ohio Secretary of State.
 2. If the Proposer is a sole proprietorship, state the name of the proprietor doing business.
 3. If a partnership, state the full name, address and other occupation, if any, of each partner; whether the partner is a general or limited partner, and whether active or passive; state each partner's experience and the proportionate share of the business owned by each partner.
- C. **EXECUTIVE SUMMARY:** The executive summary should provide a clear and concise summary of Proposer's background, level of expertise, direct relevant experience and ability to manage the Concession. The executive summary should make the Proposer's case as the best candidate for the Concession. Proposer should structure this section in a manner

that allows it to serve as a stand-alone summary when separated from the other sections of the proposal.

D. EXCEPTIONS: Proposer shall include a list of exceptions to the requirements of the Request for Proposal, if any. The list shall identify the requirement, nature of the deviation and explanation. If there are no deviations or exceptions to any portion of this Request for Proposal, Proposer shall state that on the “Exceptions” page. If no deviations or exceptions are identified and the City accepts the Proposer’s proposal, Proposer shall conform to all of the requirements contained in the Request for Proposal.

E. QUALIFICATIONS: The qualifications statement is an opportunity for each Proposer to detail its qualifications, experience and what defines it as an industry leader. Proposer may include as much information in this section as is needed to differentiate its company and proposal from the other Proposers.

F. EXPERIENCE OF THE PROPOSER:

1. Indicate the experience the Proposer has had in providing the type of professional food services and catering described in this RFP. Also describe specific experience the Proposer has had working at similar sized venues.
2. List contracts the Proposer may have had in the last five years that relate to the Proposer's ability to perform the services called for under this RFP. List contract reference numbers, contract period of performance, contact persons, and telephone numbers, and fax numbers / email addresses.
 - a. Indicate any other experience that indicates the qualifications of the Proposer for the performance of the potential Contract.

G. SUBCONTRACTORS

1. In the event the Proposer intends to subcontract any of the proposed work please state the relationship in your proposal, and include a resume of each company. The Proposer shall also submit the information required in Paragraphs A through E and H of this section.

H. REFERENCES

1. List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three business references for which work has been accomplished and briefly describe the type of service provided. The Proposer and staff proposed to provide the services must grant permission to the City to contact references, and others for whom

services have been provided. References will be contacted and scored for the top-ranking proposal(s) only.

I. RELATED INFORMATION

- 1.** If the Proposer staff or subcontractor's staff was an employee of the City during the past 24 months, or is currently a City employee, identify the individual by name, job title or position held and separation date.
- 2.** If the Proposer has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance and the issue of performance was either (a) not litigated, due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
- 3.** Submit full details of the terms for default including the other party's name, address, and phone number. Present the Proposer's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Proposer in the past five years, so indicate.

J. PROPOSED MANAGEMENT AND OPERATIONS PLAN: Proposer is to provide in sufficient detail to allow the City to evaluate how Proposer's management and operating plan will achieve the goal of establishing and maintaining high levels of service. Please include, as a minimum, how Proposer will manage the proposed Concession and responses requested in General Scope of Requested Services Section I.

1. STAFFING

- a.** Provide a description of the proposed project staffing/organization to be used during the course of this Contract, including any subcontractors. Explain the proposed methodology for performance of this Contract.
- b.** Specify who will be your full-time, on-site manager / banquet manager and provide a name, resume, and why you recommend him/her as your choice. Tell us the unique talents that this person will bring to the Cleveland Public Auditorium and Conference Center. Please note, that if you are selected for an interview, we will ask you to have your proposed on-site manager/ banquet manager to join us for the interview.
- c.** Identify other management staff that will have authority over this contract, indicating the responsibilities and qualifications of such personnel.

- d.** Each Proposer shall disclose who, within the firm, will have prime responsibility and have final authority for the operations at the Center.
- e.** Each Proposer shall disclose how they will staff their operations for the delivery of quality service that meets best industry practices. Proposers should also propose any other service delivery or food preparation standards that they normally use in their operations and that could be expected by the Cleveland Public Auditorium and Conference Center if the Proposers were awarded this contract.

K. COMPANY PHILOSOPHY:

- 1. Include an overview of your company's operating concept and philosophy of service include any sustainable practices that are employed by your organization, related to green initiatives, employee practices or employee development or other best practices.

L. SALES AND MARKETING PLAN :

- 1. Proposer is required to submit a sales and marketing plan to maximize revenue and facility activity. Plan to be executed in cooperation with the sales personnel at the Cleveland Public Auditorium and Conference Center.

M. CONTINGENCY PLAN:

- 1. Proposer shall submit a detailed contingency plan to provide back-up service so that an equipment failure will not cause a disruption of service.

N. DESCRIPTION OF EQUIPMENT:

- 1. Proposer shall submit a detailed description of the equipment to be used as requested in the general scope.

O. MINIMUM ANNUAL GUARANTEE:

- 1. Proposer shall propose a minimum annual guarantee or a percentage of gross revenue whichever is greater as described in financial offer section of this proposal.

P. FINANCIAL BACKGROUND INFORMATION (must be available upon request):

- 1. The Proposer shall include the following financial information:
 - a.** Audited balance sheet and income statement for the last two
 - b.** Fiscal years, prepared in accordance with generally accepted accounting principles, reflecting the current financial condition of the Proposer. If a publicly held corporation, the Proposer should provide in lieu of the foregoing: consolidated financial statements as submitted to the

Securities and Exchange Commission (“SEC”) on Form 10K, the most recent Form 10Q, and any Forms 8K filed with the SEC in the last twelve (12) months. Owners of closely held corporations must submit a personal, audited financial statement, current within three (3) months from date of submittal;

- c. Ownership structure of the Proposer (If the Proposer is a corporation and the outstanding stock of said corporation is held by fewer than ten (10) individuals, the name and residence address of each stockholder and his/her shares of outstanding stock must be listed.); and
- d. Provide three (3) bank and trade references.

Q. -PROPOSER’S AFFIDAVIT:

- 1. Proposer shall submit with its proposal an affidavit stating that neither it nor its agents, nor any other party for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure this Concession subject to proposal, and further agreeing that no such money or reward will be hereafter paid.

R. ADDITIONAL SUBMITTAL REQUIREMENTS:

- 1. Proposer shall complete, execute and return with its proposal the following documents, copies of which are attached to this Request for Proposal:
 - a. The Office of Equal Opportunity - Cleveland Area Business Code Notice to Bidders and Schedules
 - b. Federal Form W-9 including taxpayer identification number
 - c. Affidavit and Non-Competitive bid contract statement for Calendar Year 2014.
 - d. Northern Ireland Fair Employment Practices Disclosure;

S. KNOWLEDGE OF CONCESSION OPERATIONS:

- 1. Proposers are invited to visit the Concession Premises and personally inspect and investigate all circumstances, procedures, conditions and requirements affecting the conduct of concession operations.
- 2. The submission of a proposal shall be considered evidence that the Proposer has satisfied itself relative to all conditions of this Request for Proposal and acknowledges that any failure by Proposer to acquaint itself with all available information in this Request for Proposal and with the circumstances and conditions at the Concession Premises will not relieve the Proposer from responsibility for properly determining the difficulty and costs of successfully performing.

3. Proposer acknowledges that the City assumes no responsibility for any conclusions or interpretations made by the Proposer on the basis of information made available by the City or the Department of Public Works.
4. City does not guarantee the accuracy of any information provided and Proposer shall make no claim against City if the information is discovered to be incorrect or not in conformance with actual conditions.
5. Failure on the part of any Proposer to make such examination or attend the pre-proposal meeting shall not constitute grounds for a Proposer to assert that it did not understand the conditions with respect to making its submittal.
6. Each Proposer is responsible for reading and understanding this Request for Proposal, including, but not limited to, instructions for submitting proposals.

T. SUPPLEMENTAL INFORMATION:

1. The City may require Proposer to further supplement its written proposal or to meet with the City's designated representatives to further describe Proposer's qualifications and abilities.
2. The decision regarding which Proposers will be asked to supplement a proposal or meet with City representatives is in the Director's sole discretion.
3. Supplements will be utilized for clarification purposes only and the Proposer may not substitute material elements of its written proposal, nor may Proposer provide previously omitted material.
4. The requested information or meeting shall be respectively furnished or take place at the time and place specified by the City.

X. DISQUALIFICATION OF PROPOSERS:

- A. The City does not intend to prohibit or discourage any Proposer from submitting a proposal that is based upon its experience relative to the scope of the Concession described in this Request for Proposal or to proscribe the manner in which such operation is to be conducted.
- B. All Proposers are advised that significant deviations from the scope of the Concession as set forth above, including terms inconsistent with or substantially varied from the financial and operations requirements set forth herein, will not be accepted.
- C. Further, the City reserves the right to reject any proposal that does not provide or is unresponsive to the information requested herein.

- D.** The City reserves the right to reject any and all proposals or to waive and accept any deviation in the proposal process in order to award the Lease in the City's best interest, as determined in the City's sole discretion.
- E.** More than one proposal submitted under the same or different names shall not be considered.
- F.** Reasonable grounds for believing that Proposers have an interest in more than one proposal shall cause the rejection of those or all proposals.
- G.** One or all proposals shall be rejected if there is reason for believing that collusion exists among Proposers, and no participant in such collusion shall be considered in future proposals.
- H.** In addition, proposals shall not be accepted from any Proposer that:
 - 1.** Is in default of surety or otherwise upon an obligation to the City of Cleveland
 - 2.** Has failed to perform faithfully in any previous agreement with the City of Cleveland,
 - 3.** Is currently in default on any current agreement with the City of Cleveland.
- I.** The City reserves the right to reject any and all proposals. Failure to respond to all questions thoroughly and completely may result in rejection of the proposal.
- J.** The City reserves the right to thoroughly investigate the financial status, qualifications, experience and history of performance of each Proposer.
- K.** The City reserves the right to cancel the award of a Lease By Way of Concession, with or without cause, at any time before such Lease has been fully executed by all parties and to enter into a Lease that deviates from the provisions contained in this Request for Proposal.

XI. EVALUATION OF PROPOSALS:

- A.** Each proposal submitted to the City shall be evaluated by the Department of Public Works.
- B.** Only proposals which are received on or before the submittal deadline, and which meet all the requirements of this Request for Proposal shall be considered.
- C.** The City reserves the right to contact Proposers to obtain clarifications of information contained in the proposal.

- D. The City also reserves the right to request a “best and final offer” from Proposers meeting the minimum requirements.
- E. The numerical rating following each factor set forth below indicates the importance of the requested information in the selection process.
- F. The resulting selection rating will not reflect on the professional abilities of the Proposer. Instead, the rating reflects the City’s best attempt to quantify each Proposer’s ability to provide the services set forth in the Lease and to meet the specific conditions and criteria included in this Request for Proposal.
 - 1. Qualifications / Experience
 - a. Selection rating up to 20 points
 - 2. Proposed Management and Operations Plan
 - a. Selection rating up to 30 points
 - 3. Description of Equipment
 - a. Selection rating up to 15 points
 - 4. Financial Offer
 - a. Selection rating up to 25 points
 - 5. Sales and Marketing Plan
 - a. Selection Rating up to 10 points

XII. FINAL AGREEMENT:

- A. The Successful Proposer shall, within ten (10) calendar days of receipt, exclusive of Saturdays, Sundays and holidays, execute and return to the City the Lease prepared by the Director of Law of the City of Cleveland.
- B. The Successful Proposer must provide evidence of proper insurance and intent to conform to the requirements attached hereto or which are a part hereof and all applicable federal, state and local laws and ordinances prior to or at the time of execution of the Lease.

XIII. PROPOSAL ACCEPTANCE:

- A. The City reserves the right to accept in whole or in part, to reject any and all proposals, and negotiate separately, in any manner necessary to serve the best interest of the City of Cleveland. Firms whose proposals are not accepted will be notified in writing. Notification of the award will be made by Michael Cox, Director for the Department of Public Works, or his designee.

XIV. COST INCURRED:

- A. The City is not liable for any costs by any responding firms prior to execution of a contract

XV. ADDITIONAL REQUIRED DOCUMENTS: Proposer shall complete, execute, and return with its proposal the following documents, blank copies of which are attached to this RFP:

- i. The Office of Equal Opportunity *Notice to Bidders and Schedules*;
- ii. Federal *Form W-9* including Taxpayer Identification Number;
- iii. *Non-Competitive Bid Contract Statement for Calendar Year 2019*

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

CLEVELAND AREA BUSINESS CODE

NOTICE TO BIDDERS
&
OEO SCHEDULES

City of Cleveland
Frank G. Jackson, Mayor

Melissa K. Burrows, Ph.D., Director
Office of Equal Opportunity

EQUAL OPPORTUNITY CLAUSE
(Section 187.22(b) C.O.)

Each Contract also shall contain the following equal opportunity clause:

“During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the contractor setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) It is the policy of the City that local businesses, minority-owned businesses and female-owned businesses shall have every practicable opportunity to participate in the performance of contracts awarded by the City subject to the applicable provisions of the Cleveland Area Business Code.
- (5) The contractor shall permit access by the Director or his or her designated representative to any relevant and pertinent reports and documents to verify compliance with the Cleveland Area Business Code, and with the Regulations. All such materials provided to the Director or designee by the contractor shall be considered confidential.
- (6) The contractor will not obstruct or hinder the Director or designee in the fulfillment of the duties and responsibilities imposed by the Cleveland Area Business Code.
- (7) The contractor agrees that each subcontract will include this Equal Opportunity Clause, and the contractor will notify each subcontractor, material supplier and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code.”

**City of Cleveland
Mayor's Office of Equal Opportunity**

Cleveland Area Business Code

NOTICE TO BIDDERS

1. Introduction:

The Cleveland Area Business Code contained in Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976 was enacted to increase the participation of minority-owned business enterprises, female-owned business enterprises, and local small business enterprises in City of Cleveland contracting. The Code also works to ensure that Contractors doing business with the City do not use discriminatory employment practices. Failure to comply with the Cleveland Area Business Code or with representations made on the attached Schedules may result in rejection of part or all of the bid, and/or cancellation of the contract.

2. Definitions:

As used in this Notice to Bidders and the attached OEO Schedules, the following words, phrases, and terms shall be defined as set forth below:

- (a) "Bidder" means a Person offering to contract with the City in response to an invitation to bid.
- (b) "Bid Discount" means the application of a percentage discount to the total amount of a bid submitted by a Bidder for a Contract solely for the purpose of bid comparisons when evaluating the lowest and best bid, or lowest responsible bid. The use of a Bid Discount for bid comparison does not alter the total amount of the bid submitted by a Bidder or the Contract executed based on a bid.
- (c) "Business Enterprise" means a firm, sole proprietorship, partnership, association, corporation, company, or other business entity of any kind including, but not limited to, a limited liability corporation, incorporated professional association, joint venture, estate, or trust.
- (d) "City" means the City of Cleveland, Ohio.
- (e) "City of Cleveland Small Business" or "CCSB" means a CSB that has its principal office located physically within the municipal boundaries of the City.
- (f) "Cleveland Area Small Business" or "CSB" means a Business Enterprise certified under division (a) of Section 187.03.
- (g) "Cleveland Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, Medina County, Portage County, and Summit County, Ohio, or the geographic market area identified in a disparity study or otherwise as provided in Section 187.28.
- (h) "Contract" means a binding agreement executed on or after the effective date of this Cleveland Area Business Code by which the City either grants a privilege or is committed to expend or does expend its funds or other resources, or confers a benefit having monetary value including, but not limited to, a grant, loan, interest in real or personal property, or tax incentive in any form for or in connection with any work, project, or public purpose.
- (i) "Contracting Department" includes any administrative department under charge of the Mayor or any office, board, or commission treated or construed as a department of City government for any purpose under the Charter or ordinances of the City for the benefit or program of which the City enters into a particular Contract.

- (j) "Contractor" means a separate or distinguishable Business Enterprise employing one or more persons and participating in the performance of a Contract, including but not limited to CSBs, MBEs and FBEs where applicable, and shall include a party in privity with a Contractor for implementation of a Contract.
- (k) "Director" means the Director of the Office of Equal Opportunity.
- (l) "Evaluation Credit" means a predetermined number of points in the evaluation of proposals submitted by a Bidder for a Contract to be added solely for the purpose of proposal comparison when evaluating competing proposals. The use of Evaluation Credits does not alter the amount of the proposal submitted by a Bidder or the Contract executed based on the proposal.
- (m) "Female" includes only a United States citizen or lawful, permanent resident who is a member of the female gender.
- (n) "Female Business Enterprise" or "FBE" means a Business Enterprise owned, operated, and controlled by one or more Females who have 51% ownership. The one or more Females must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of Female ownership. To qualify as a Female Business Enterprise, the Business Enterprise shall be located and doing business in the Cleveland Contracting Market.
- (o) "Local Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, and Medina County, Ohio; provided, however, that with respect to growers or producers of food only, the geographic market area also shall include: Erie County, Huron County, Richland County, Ashland County, Wayne County, Holmes County, Stark County, Summit County, Portage County, and Tuscarawas County.
- (p) "Local Producer" means a Person that:
 - (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and
 - (2)
 - A. grows food or fabricates goods, whether or not finished, from organic or raw materials;
 - B. processes goods, materials, food or other products so as to increase their commercial value by not less than 50%;
 - C. supplies goods by performing a Commercially Useful Function; or
 - D. provides, by its qualified full-time employees, maintenance, repair, personal, or professional services.
- (q) "Local-Food Purchaser" means a Business Enterprise that, in implementation of its City contract, purchases Local Food in an amount comprising not less than twenty percent (20%) of the Business Enterprise's City Contract amount.
- (r) "Local Sustainable Business" means a Business Enterprise that:
 - (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and
 - (2) has established sustainability goals for itself and is a member of or signatory to a nationally-recognized sustainability program, which goals and program have been determined acceptable by the City Chief of Sustainability or other officer designated by the Mayor.

- (s) "Minority Business Enterprise" or "MBE" means a Business Enterprise owned, operated and controlled by one or more Minority Persons who have at least 51% ownership. The Minority Person(s) must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of ownership. To qualify as a Minority Business Enterprise, the enterprise shall be located and doing business in the Cleveland Contracting Market.
- (t) "OEO" means the Office of Equal Opportunity of the City of Cleveland.
- (u) "Proposer" means any Person proposing to contract with the City in response to a request for proposals or other similar solicitation.
- (v) "Regional Cleveland Area Small Business" or "RCSB" means a CSB that has its principal office located physically within the territorial boundaries of Cuyahoga County but outside the municipal boundaries of the City.
- (w) "Regulation" or "Regulations" means and includes the regulations implementing this Code and promulgated by the Director of Equal Opportunity under division (b)(6) of Section 123.08 of these Codified Ordinances.
- (x) "Small Business Enterprise" or "SBE" means a Business Enterprise that meets the established economic criteria for a SBE and is owned, operated and controlled by one or more persons who meet the economic criteria for SBE ownership established by the Director in the Regulations.

3. Required OEO Schedules:

The following documents must be completed, signed and submitted as part of the Contractor's bid or proposal for any City of Cleveland contract over \$50,000.00. Failure to submit all OEO Schedules may result in the rejection of a bid.

Schedule 1: PROJECT CONTACT INFORMATION FORM

Schedule 1, the PROJECT CONTACT INFORMATION FORM, provides the Office of Equal Opportunity with the necessary contact information to conduct its monitoring responsibilities. Each Bidder or Proposer shall complete, sign and submit Schedule 1 and include it with its bid or proposal.

Schedule 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

Schedule 2, the SCHEDULE OF SUBCONTRACTOR PARTICIPATION, identifies all of the subcontractors the Bidder or Proposer intends to use on the project. Each Bidder or Proposer must complete, sign and submit Schedule 2 and include it with its bid or proposal. Bidders or Proposers shall list all prospective subcontractors, including all CSB, MBE, and/or FBE subcontractors, that will participate on the contract, and all requested contact information. Bidders or Proposers shall include the contract specification item number(s) on which the subcontractor will participate in Part 1, the scope, or supplies/materials that the subcontractor will be responsible for will be documented on Part 2, with the corresponding dollar amount for the subcontract on Part 3. The total dollar amount in Part 3 must be an actual dollar amount, and should not be a range of values or a percentage of the contract.

Schedule 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

Schedule 3, the STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR, verifies that the certified CSB, MBE and/or FBE subcontractors listed on Schedule 2 have agreed to work with the Bidder or Proposer on the project, and that the two parties have agreed on general contract terms. Each certified CSB, MBE, and/or FBE listed as a prospective subcontractor on Schedule 2 shall complete, sign and return Schedule 3 to the Bidder or Proposer, and the Bidder or Proposer shall include the completed Schedule 3 with the bid or proposal. Part 1, Part 2 and Part 3 on each Schedule 3 must correspond with Part 1, Part 2 and Part 3, respectively, on Schedule 2 for the appropriate subcontractor.

No CSB, MBE, or FBE participation credit will be considered for a certified CSB, MBE and/or FBE subcontractor listed on Schedule 2 that does not have a corresponding, accurate Schedule 3 included in the bid or proposal.

If an MBE or FBE plans to re-subcontract any of its work, it must indicate that on Schedule 3. Any work re-subcontracted to a non-certified subcontractor will reduce the Bidder or Proposer's participation credit to the extent of the re-subcontracting.

Schedule 4: CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION

Schedule 4, CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION, allows the Bidder or Proposer to document its good faith effort to achieve the CSB, MBE, and/or FBE subcontracting goals identified for the project in the bid documents. If a Bidder or Proposer has met or exceeded the subcontracting goals for the project, the Bidder or Proposer shall indicate this in Section A of Schedule 4. If the Bidder or Proposer has not met the subcontracting goals for the project, the Bidder or Proposer will indicate this in Section A of Schedule 4, and complete Section B.

Section B of Schedule 4 allows the Bidder or Proposer to document its efforts to solicit certified subcontractor participation for the project, thereby meeting the good faith effort requirement of the bid. Section B also allows the Bidder or Proposer to attach a written document explaining why subcontracting to the goals included in the bid or proposal documents is impossible or impractical due to the nature of the work, service or product being contracted by the bid or proposal. Contractors are obligated to demonstrate their good faith effort to meet the subcontracting goals for the contract, and failure to do so will result in the rejection of the bid or proposal.

Failure to submit and accurately complete OEO Schedules 1, 2, 3, and 4 may result in the rejection of all or part of the bid or proposal. Submission of incomplete, inaccurate, or inconsistent data in the Schedules may lead to a formal investigation, decertification of the Bidder or Proposer, decertification of the subcontractor, and/or a rejection of all or part of the bid. The City of Cleveland reserves the right to waive any informality or immaterial irregularity, and reserves the right to reject any or all bids.

4. Equal Employment Certification:

No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

Within 60 days after entering into a Contract, each Contractor shall file a written affirmative action program containing standards and procedures ensuring that the contractor affords all qualified employees and applicants for employment equal opportunities in the contractor's recruitment, selection, and advancement processes.

Each contractor's affirmative action program shall contain the following components:

- (1) A diagnostic component that includes quantitative analyses comparing the composition of the Contractor's workforce to the composition of the Cleveland Contracting Market employment pool according to the most current census data available, grouped by EEO occupations.

- (2) Each affirmative action program shall contain placement goals as follows:
 - (i) For each non-construction contract, placement goals equal to the availability percentage for women or minorities where the percentage of women or minorities employed by the contractor in a particular job group is less than would reasonably be expected given their percentage availabilities in the corresponding Cleveland Contracting Market employment pool. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a Contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.
 - (ii) For each construction contract, establish placement goals for minorities and women for each trade involved in the performance of the contract equal to the goals established by the Director. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.
- (3) Identification of problem areas through analysis of the contractor's employment process to determine if it affords or incorporates, or contains impediments to, equal employment opportunities.
- (4) Action-oriented programs consisting of practical steps the contractor will implement to address any identified problem areas or the underutilization of women or minorities in relation to their availability in the relevant labor pool.
- (5) Internal auditing and reporting systems that monitor and examine the impact the contractor's employment decisions and compensation systems have on women and minorities and their progress toward achieving a workforce that would be expected in the absence of discrimination.
- (6) Policies, practices, and procedures that the contractor will implement to ensure that all qualified applicants and employees enjoy equal opportunity in recruitment, selection, advancement, and every other term and privilege associated with employment.
- (7) Any additional requirements the Administrator may require through the Regulations or on a case-by-case review of a contractor's proposed affirmative action program.

If, 60 days after entering into a Contract, a contractor has not filed an affirmative action program, has deviated substantially from an approved affirmative action program, or has discriminated against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status, the Office of Equal Opportunity may take immediate enforcement action.

5. CSB Certification:

Each Bidder, Proposer or subcontractor representing itself as a Cleveland Area Small Business (CSB) in the OEO Schedules shall be certified with the Office of Equal Opportunity as a CSB prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

There are two classifications of CSBs:

A **City of Cleveland Small Business (CCSB)** is a CSB headquartered within the City of Cleveland.

A **Regional Cleveland Small Business (RCSB)** is a CSB headquartered within Cuyahoga County, but not within the City itself.

A business is eligible for certification as a Cleveland Area Small Business (CSB) if it meets the following criteria:

- (1) It is a Small Business Enterprise;
- (2) It has its principal office located physically in Cuyahoga County; and
- (3) Its chief executive officer and highest level managers maintain their offices and perform their managerial functions in the Cleveland Contracting Market.

A business qualifies as a Small Business Enterprise if it meets size requirements of the US Small Business Administration, or separate economic criteria as established by the Director of the Office of Equal Opportunity in the Regulations. You can find the current SBA size standards here: <http://www.sba.gov/content/small-business-size-standards>

6. CSB Contract Participation

In an effort to promote the participation of Cleveland-area Small Businesses (CSBs) in City contracts, each Contracting Department of the City will use its best efforts to contract with CSB Bidders and Proposers, and Bidders and Proposers that have committed to subcontracting with certified CSBs.

Where other, project-specific goals have not been set in the bid or proposal documents, the standard CSB subcontractor participation goals are:

Construction Contracts:	30% CSB Subcontractor Participation
Professional Services Contracts:	10% CSB Subcontractor Participation
All Other Contracts:	20% CSB Subcontractor Participation

The Contracting Departments may, in consultation with the Director, increase or decrease these participation goals for a particular contract. When the goals are changed, the change will be noted in the bid or proposal documents.

Each Bidder or Proposer shall make a good faith effort to subcontract with certified CSBs in consistent with the goals prescribed in the bid or proposal documents.

7. MBE/FBE Certification:

Each Bidder, Proposer or subcontractor representing itself as a Minority Business Enterprise (MBE) or Female Business Enterprise (FBE) in the OEO Schedules shall be certified with the Office of Equal Opportunity as an MBE and/or FBE prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

A business is eligible for certification as a Minority Business Enterprise (MBE) if:

- (1) The Business Enterprise is owned, operated and controlled by one or more Minority Persons who have at least 51% ownership;
- (2) The Minority Persons who own the Business Enterprise have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership; and
- (3) The Business Enterprise is located and doing business in the Cleveland Contracting Market.

A business is eligible for certification as a Female Business Enterprise (FBE) if:

- (1) The Business Enterprise is owned, operated and controlled by one or more Females who have at least 51% ownership;
- (2) The Female owners have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership; and
- (3) The Business Enterprise is located and doing business in the Cleveland Contracting Market.

8. MBE and FBE Contract Participation

The City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs) and Female Business Enterprises (FBEs) through its contracting activities, and the City intends to Contract with firms that shares that commitment. Under this policy, each Contracting Department will use its best efforts to promote the participation of MBEs and FBEs as both prime contractors and subcontractors in all City Contracts. In turn, Bidders and Proposers shall make every effort to use MBEs and FBEs as subcontractors where available and practical.

Some City contracts will have specific MBE and/or FBE subcontractor participation goals. **These goals will be expressly stated in the Invitation to Bid (ITB) or Request for Proposal (RFP) in each contract where the goals are applicable.** When specific MBE and/or FBE goals are set forth in the ITB or RFP, the Bidder or Proposer shall make a good faith effort to meet them.

When there are specific MBE and/or FBE goals on a City contract, those goals will be considered in lieu of an equivalent portion of the CSB goals for the contract. Please review the bid or proposal documents for the final MBE, FBE and/or CSB subcontracting goals for the project.

9. MBE/FBE Bid Discounts:

Contracting Departments may apply a Bid Discount of five percent (5%) for bids received from certified MBE and FBE Bidders to remediate past or present discrimination, where the City has developed or obtained a legally sufficient basis in evidence to demonstrate past or present discrimination. The CSB/MBE/FBE Registry denotes which MBEs and FBEs are eligible for Bid Discounts.

10. MBE/FBE Evaluation Credits:

Contracting Departments may apply an Evaluation Credit of five percent (5%) of the total points awarded for proposals received from MBE and FBE Proposers to remediate past or present discrimination, where evidence of contracting disparity has been adequately demonstrated.

11. MBE/FBE Subcontracting Bid Discounts and Additional Retainage:

Contracting departments may apply a bid discount for bids received for public improvement contracts in the amount of five percent (5%) of the portion of the total amount of the goods, labor, and materials that the bidder represents it will subcontract to one or more MBEs and FBEs, where the City has developed or obtained a legally sufficient basis in evidence to demonstrate past or present discrimination.

If a Contracting Department applies the MBE/FBE subcontracting Bid Discount to the bid of a Bidder that would not have otherwise been the lowest and the Bidder is awarded the Public Improvement Contract, the City shall retain as Additional Retainage an amount equal to the total dollar amount by which the bid was adjusted for bid comparison in addition to the contract retainage required under Section 185.41 of the Codified Ordinances of the City of Cleveland. Release of this retainage shall be managed under the provisions established in Section 187.05(e) of the Codified Ordinances.

12. CSB Bid Discounts:

If a Contracting Department does not apply an MBE or FBE Bid Discount to one or more bids for the award of a Contract, the Contracting Department may apply a Bid Discount in the following amounts for bids received from CSB prime contractors:

A Bid Discount of five percent (5%) for bids received from CCSBs.

A Bid Discount of five percent (5%) for bids received from RCSBs, provided no bids are received from CCSBs.

13. CSB Evaluation Credits:

If a Contracting Department *does not apply an MBE or FBE Evaluation Credit* to one or more proposals for the award of a Contract, the Contracting Department may apply Evaluation Credits as follows for proposals received from CSB prime contractors:

(1) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from CCSBs.

(2) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from RCSBs, provided no proposals are received from CCSBs.

14. CSB Subcontracting Bid Discounts and Additional Retainage:

Contracting Departments may apply a Bid Discount to bids received for a Public Improvement Contract in the amount of five percent (5%) of the portion of the total amount of labor and materials that the Bidder represents it will subcontract to one or more CSBs. This provision does not apply, however, if a Bid Discount has been applied for MBE or FBE subcontractor participation,

If a Contracting Department applies the CSB subcontracting Bid Discount to the bid of a Bidder that would not have otherwise been the lowest and the Bidder is awarded the Public Improvement Contract, the City shall retain as Additional Retainage an amount equal to the total dollar amount by which the bid was adjusted for bid comparison in addition to the retainage required under Section 185.41 of the Codified Ordinances. Release of this retainage shall be managed under the provisions established in Section 187.03(d) of the Codified Ordinances.

15. LPE and SUBE Certification:

A Bidder or Proposer may qualify as a Local Producer, a Local-Food Purchaser or a Local Sustainable Business under the Local Producer, Local-Food Purchaser, and Sustainable Business Preference Code, Chapter 187A of the Codified Ordinances of the City of Cleveland. Each Bidder or Proposer representing itself as a Local Producer (LPE), or a Local Sustainable Business (SUBE) shall be certified with the Office of Equal Opportunity prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

16. LPE and SUBE Bid Discounts:

The Contracting Department shall apply a Bid Discount in the following amounts for bids received from LPE and/or SUBE prime contractors:

A Bid Discount of two percent (2%) for bids received from LPEs.

A Bid Discount of two percent (2%) for bids received from SUBEs.

17. LPE and SUBE Evaluation Credits:

The Contracting Department shall apply an Evaluation Credit in the following amounts for proposals received from LPE and/or SUBE prime contractors:

An Evaluation Credit of two percent (2%) for proposals received from LPEs.
An Evaluation Credit of two percent (2%) for proposals received from SUBEs.

18. Maximum Annual Subcontracting Program Benefit:

In an effort to encourage wide participation in the CSB, MBE and FBE subcontracting programs, the City of Cleveland has a policy which may limit the amount of subcontracting credit that a single CSB, MBE and/or FBE subcontractor can provide in a single year. When the CSB, MBE and/or FBE subcontractor has reached this maximum subcontracting dollar value, its participation in future contracts will not be counted towards a Bidder or Proposer's CSB, MBE and/or FBE participation goals.

The Director may apply credit toward the CSB, MBE and/or FBE subcontractor participation goals upon written request of a Bidder or Proposer attesting that no other certified CSBs, MBEs or FBEs are available to perform the work or supply the materials required for the Contract, or in an emergency, or for such other reasons that the Director determines require use of that CSB, MBE or FBE.

Nothing prohibits a Bidder or Proposer from subcontracting to a CSB, MBE or FBE that has reached the cap, or prohibits the CSB, MBE or FBE from performing work or supplying materials under any contract. But that participation will not count towards the Bidder or Proposer's subcontracting goals.

19. CSB/MBE/FBE Manufacturer and Supplier Participation:

Under the Cleveland Area Business Code, the entire amount of expenditures to certified CSB, MBE, or FBE manufacturers will be counted towards CSB, MBE or FBE participation goals on the contract. A manufacturer is an enterprise that produces goods from raw materials or adds value by substantially altering them before resale.

Sixty percent (60%) of expenditures to certified CSB, MBE or FBE suppliers that are not manufacturers will be counted towards CSB, MBE or FBE participation goals on the contract, provided that the CSB, MBE or FBE supplier performs a commercially useful function in the supply process. A business enterprise is a supplier performing a commercially useful function in the supply process" when it:

- (1) Assumes the actual and contractual responsibility for furnishing the supplies or materials; and
- (2) Is recognized as a supplier, distributor or reseller by the manufacturer or producer of the contracted supplies and materials; and
- (3) Owns or leases a warehouse, yard, building or other facilities or uses such as means as are customary in the industry for the purpose of maintaining an inventory of or supplying such supplies or materials from which it supplies its customers; and
- (4) Distributes, delivers, and/or services products primarily with its own staff and/or equipment.

If a CSB, MBE or FBE supplier is not a manufacturer and is not performing a commercially useful function in the supply process, the supplier's participation will not be counted towards the CSB, MBE or FBE participation on the contract.

20. Joint Ventures:

Participation of CSBs, MBEs and FBEs in joint ventures is encouraged. To receive credit for CSB, MBE and/or FBE participation in a joint venture, the joint venture must be certified by the Office of Equal Opportunity. The CSB/MBE/FBE Joint Venture Certification Application is available from the Office of Equal Opportunity, and applications for joint venture certification must be received by the Office of Equal Opportunity no later than 10 days prior to the bid opening.

21. Use of General Contractors as Subcontractors for CSB/ MBE/FBE Prohibited:

Consistent with the U.S. Bureau of Census Standard Industrial Classifications, the City considers that a "general contractor" assumes responsibility for an entire construction contract, although it may subcontract part or all of the actual work to special trades or other contractors. The City does not consider that certification as a "general contractor" assumes or includes certification for any other trade or work. In order

to qualify as a CSB, MBE or FBE Subcontractor, the CSB, MBE or FBE must be certified for the specific type of work indicated on Schedule 1, the Schedule of Subcontractor Participation.

22. Subcontractor Participation Compliance Monitoring

Once a contract is awarded through the bid or proposal process, the winning contractor is obligated to use the certified CSB, MBE or FBE subcontractors listed on the OEO Schedules and in the same participation amount indicated in the OEO Schedules. OEO will monitor this subcontractor participation throughout the course of the contract to ensure that the listed subcontractors are performing work on the project, and that they are being properly compensated for that work.

The City of Cleveland uses a web-based contractor certification and contract compliance monitoring system, colloquially known as B2Gnow, to monitor compliance on City contracts. Contractors can access the system at <http://cleveland.diversitycompliance.com>, or through a link on the Office of Equal Opportunity's website at <http://city.cleveland.oh.us/o eo>.

Each month during the contract, the prime contractor (or direct contract-holder with the City) will report payments to ALL subcontractors through the B2Gnow system. This monthly reporting information includes total payment in dollars made to the subcontractor, record of invoices satisfied, record of checks or other payment methods used to satisfy invoices, payment dates, and any additional information required by OEO to verify payment to subcontractors. The prime contractor will enter this payment information into the B2Gnow system, and the subcontractors will verify this payment information in the system.

OEO offers regular training sessions in the use of the B2Gnow system. Please contact OEO at 216-664-4152 to schedule training. Online training options are also available through the B2Gnow system.

Please note that use of the B2Gnow system requires an email account and access to a personal computer with internet connectivity. This requirement applies to both prime contractors and subcontractors. The City will provide for access to a computer and internet connection at Cleveland City Hall, upon appointment, for those contractors who do not otherwise have access to the required technology.

Community Benefit Policies:

- CODIFIED ORDINANCE 123 PREVAILING WAGE
- CODIFIED ORDINANCE 187 CLEVELAND SMALL BUSINESS
- CODIFIED ORDINANCE 187A LOCAL PRODUCER SUSTAINABLE DEVELOPMENT
- CODIFIED ORDINANCE 188 CLEVELAND RESIDENT EMPLOYMENT LAW
- CODIFIED ORDINANCE 189 LIVING WAGE
- Green Building Standards, Office of Sustainability

Questions about the certification process or the OEO Schedules should be directed to the Office of Equal Opportunity (OEO) at (216) 664-4152.



**City of Cleveland
Office of Equal Opportunity
Schedules Checklist**

This checklist will guide you through the Office of Equal Opportunity Schedules that must be completed and submitted as part of your bid or proposal.

Schedule 1: Project Contact Information Form

- ☐ Is all requested contact information included?
- ☐ Is the form complete and signed?

Schedule 2: Schedule of Subcontractor Participation

- ☐ Did you specify the total dollar amounts for each subcontract?
- ☐ Did you verify that each subcontractor is certified for the type of work to be performed?
- ☐ Is the form complete and signed?

Schedule 3: Statement of Intent to Perform as a Subcontractor

- ☐ Did the subcontractor specify the total dollar amount of the subcontract?
- ☐ If applicable, has the re-subcontracting section been completed?
- ☐ Is the form complete and signed by the subcontractor?

Schedule 4: CSB/MBE/FBE Subcontractor Unavailability/Impracticality Certification

- ☐ Did you list all companies you have contacted? (If additional space is needed, attach a separate sheet)
- ☐ If you are claiming that subcontracting is not available or practical on this contract, have you provided an explanation on a separate, attached sheet?
- ☐ Is the form complete and signed?

Project Name:	
Bidder/Proposer Name:	

Part I: Bidder Information

Contractor's Full Legal Name:						
Contractor's Address:				Federal Tax ID Number (EIN):		
City:				State and Zip:		
Contractor's Principal Officer Name:				Phone Number:		
Contractor's Main Email Address:						
Contractor's Authorized OEO Representative Name:				Phone Number:		
Authorized OEO Representative Email Address:						
Are you Certified with the Office of Equal Opportunity? Check all that apply:	<input type="checkbox"/> CSB	<input type="checkbox"/> MBE	<input type="checkbox"/> FBE	<input type="checkbox"/> SUBE	<input type="checkbox"/> LPE	<input type="checkbox"/> SFP

Signature: _____ Date: _____

Bidder/Proposer Representative: _____

Title: _____



City of Cleveland - Office of Equal Opportunity
SCHEDULE 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

Project Name:	
Bidder/Proposer Name:	

List ALL PROSPECTIVE SUBCONTRACTORS (Certified and non-certified) that will be participating on this contract. The Bidder or Proposer is responsible for verifying that each CSB, MBE and FBE Subcontractor listed is certified to perform the particular type of work they are expected to perform for the contract.

Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$

Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$

The prime contractor **may not substitute subcontractors** between the submission of bids and award of the contract. After the contract is awarded, the prime contractor may not substitute or shift subcontractors without written approval of the Director of OEO. When there are CSB, MBE and/or FBE goals established in the bid specifications, subcontractor substitutions must preserve the original bid participation percentage, unless the Director waives the requirement. The undersigned agrees that if awarded a contract, it will enter into a written agreement with each subcontractor listed above. If the total contract amount increases, the contractor shall use its best efforts to preserve the original CSB, MBE and/or FBE participation percentages for that increased amount.

Authorized Representative:			
Signature:		Date:	



City of Cleveland - Office of Equal Opportunity
SCHEDULE 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION
ADDITIONAL SUBCONTRACTOR FORM

Project Name:	
Bidder/Proposer Name:	

Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$
Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$
Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$



City of Cleveland - Office of Equal Opportunity
SCHEDULE 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

Subcontractor Name:	
Bidder/Proposer Name:	
Project Name:	

Subcontractor is a: ☐ CSB
☐ MBE
☐ FBE

Have you (subcontractor) been notified by the Office of Equal Opportunity that you have met the annual subcontracting participation maximum for this calendar year? ☐ Yes ☐ No

The undersigned prospective subcontractor intends to perform work or furnish supplies/materials in connection with the contract as a (check all that apply):

- ☐ Individual
☐ Corporation organized and existing under the laws of the State of _____.
☐ Proprietorship,
☐ Partnership, or
☐ Joint Venture consisting of _____.

The CSB, MBE or FBE status of the undersigned contractor is confirmed in the Office of Equal Opportunity's registry of certified CSBs, MBEs and FBEs. The contractor is prepared to perform the following work items or parts thereof for the above contract.

Part 1: SPEC ITEM #s	Part 2: TYPE OF WORK OR SUPPLIES/MATERIALS	Part 3: TOTAL SUBCONTRACT AMOUNT IN DOLLARS
		\$

RE-SUBCONTRACTING

The undersigned prospective subcontractor will re-subcontract work on this contract:

- ☐ Yes (If Yes, fill out a "Blank" Schedule 2 and indicate the subcontractors being used as 2nd Tier subcontractors.)
☐ No

The undersigned prospective subcontractor will enter into a written agreement with the Bidder or Proposer for the above work items after the award, but prior to the execution of the contract with the City of Cleveland.

Authorized Subcontractor Representative:			
Signature:		Date:	



City of Cleveland - Office of Equal Opportunity
1. SCHEDULE 4: CSB/MBE/FBE SUBCONTRACTOR
UNAVAILABILITY/IMPRACTICALITY CERTIFICATION

Project Name:	
Bidder/Proposer Name:	

Note: Prime contractors are expected to use good faith efforts in utilizing CSBs, MBEs and FBEs as subcontractors whenever there are CSB, MBE and/or FBE participation goals established in the bid specifications. There may be instances, however, where Prime Contractors will not be able to achieve the prescribed CSB, MBE and/or FBE participation goals for a particular contract. This Schedule 4 allows Prime Contractors to demonstrate their good faith efforts in finding and soliciting CSBs, MBEs and FBEs to work on the contract. If the subcontracting goals for this contract are not met, failure to complete this schedule fully and completely may impact the evaluation of this bid or proposal.

Section A:

Please check one of the following:

- ☐ 1. Prime Contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation **MEETING OR EXCEEDING** the goals set forth in the bid documents.
- ☐ 2. Prime contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation that **DOES NOT MEET** the goals set forth in the bid documents.

If Box 1 is checked, no further documentation is necessary. Where Box 2 is checked, the Prime Contractor must provide a detailed explanation in Section B.

Section B:

If you checked Box 2 on Section A, you must check one of the following:

The Prime Contractor **did not meet** the CSB, MBE and/or FBE subcontractor participation goals for this contract because:

- ☐ 1. The Prime Contractor has made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but was unable to find subcontractors to perform the work for the reasons noted below. **Please use the unavailability letter codes found on the following page.**

CONTACTED CONTRACTOR	PROPOSED WORK/SUPPLIES	REASON FOR UNAVAILABILITY	DATE OF CONTACT	DATE RESPONSE RECEIVED
1.				
2.				
3.				
4.				

- ☐ 2. The Prime Contractor made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but due to the nature of the work, service, or product contracted, additional subcontracting with CSBs, MBEs or FBEs is either impossible or impractical. The Prime Contractor has provided a **detailed explanation** of the nature of the work and the reasons that additional subcontracting is not possible **on a separate attached page.**

Authorized Representative:			
Signature:		Date:	



City of Cleveland
Frank G. Jackson, Mayor

Office of Equal Opportunity
Dr. Melissa Burrows, Director
601 Lakeside Avenue, Room 335
Cleveland, Ohio 44114-1015
216/664-4150 Fax: 216/664-3870
www.cleveland-oh.gov

Office of Equal Opportunity 2019 Submission Schedule

Monthly Subcontractor Payment Reports Certified Payroll Reports

All required Office of Equal Opportunity (OEO) monthly reporting shall be submitted via the B2Gnow Contract Compliance Monitoring System (Cleveland.DiversityCompliance.com) and the LCPtracker Certified Payroll Tracking System (www.LCPtracker.net – for Construction Contracts over \$100,000) according to the following schedule:

<u>REPORTING MONTH</u>	<u>DATE DUE</u>
DECEMBER 2018	JANUARY 23, 2019
JANUARY 2019	FEBRUARY 21, 2019
FEBRUARY 2019	MARCH 21, 2019
MARCH 2019	APRIL 21, 2019
APRIL 2019	MAY 21, 2019
MAY 2019	JUNE 21, 2019
JUNE 2019	JULY 22, 2019
JULY 2019	AUGUST 21, 2019
AUGUST 2019	SEPTEMBER 23, 2019
SEPTEMBER 2019	OCTOBER 21, 2019
OCTOBER 2019	NOVEMBER 21, 2019
NOVEMBER 2019	DECEMBER 23, 2019
DECEMBER 2019	JANUARY 23, 2020

Requested By: _____
(Department/Office)



**NON-COMPETITIVE BID CONTRACT
STATEMENT FOR CALENDAR YEAR 2021
(ALL DEPARTMENTS/OFFICES)**

This statement, properly executed and containing all required information must be completed. **IF YOU FAIL TO COMPLY, YOUR PROPOSAL WILL NOT BE CONSIDERED.**

Entity Name: _____
Entity's Mailing Address: _____

COMPLETE SECTION I, II, OR III BELOW, WHICHEVER IS APPROPRIATE, AND SECTION IV.

NOTE: For purposes of this Statement, the "Mayor" and "Mayor's Committee" means Frank G. Jackson and the Frank G. Jackson For A Better Cleveland Committee, respectively.

SECTION I. TO BE COMPLETED BY NON-PROFIT CORPORATIONS AND GOVERNMENTAL ENTITIES.

If you are recognized by the IRS as a non-profit corporation or are a governmental entity, mark the appropriate designation below and proceed to the indicated section(s).

_____ NON-PROFIT CORPORATION **GO TO SECTIONS III and IV.**
_____ GOVERNMENTAL ENTITY **GO TO SECTION IV.**

SECTION II. TO BE COMPLETED BY INDIVIDUALS, SOLE PROPRIETORSHIPS, PARTNERSHIPS, INCORPORATED PROFESSIONAL ASSOCIATIONS, UNINCORPORATED ASSOCIATIONS, ESTATES AND TRUSTS.

The above-named entity is a (Please mark appropriate designation):

_____ SOLE PROPRIETORSHIP _____ TRUST
_____ INCORPORATED PROFESSIONAL ASSOCIATION _____ ESTATE
_____ UNINCORPORATED ASSOCIATION _____ PARTNERSHIP
_____ LIMITED LIABILITY COMPANY _____ JOINT VENTURE

For purposes of Section II, a "principal" means an individual, an owner, a partner, a shareholder, a member, an administrator, an executor or trustee connected with the above-named entity, or the spouse of any of them.

PLEASE READ PARAGRAPHS (A) and (B) and mark the appropriate paragraph. If paragraph (B) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2021 unless Council makes a direct award.

_____ (A) NO ONE PRINCIPAL of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2019 and December 31, 2020 that totaled in excess of \$1,000.00 per individual. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).
_____ (B) ONE OR MORE PRINCIPALS of the above named entity made, as individual(s), one or more contributions to the Mayor or the Mayor's Committee between January 1, 2019 and December 31, 2020 that totaled in excess of \$1,000.00.

SECTION III. TO BE COMPLETED BY NON- PROFIT AND FOR-PROFIT CORPORATIONS AND BUSINESS TRUSTS.

☐ NON-PROFIT CORPORATION
 ☐ FOR-PROFIT CORPORATION
 BUSINESS TRUST (OTHER THAN INCORPORATED PROFESSIONAL ASSOCIATIONS)

For purposes of Section III, a "principal" means an individual or an entity owning more than 20% of the corporation or business trust or the spouse of any such individual.

PLEASE READ PARAGRAPHS (A) (B) (C) and (D) and mark the appropriate paragraph. If paragraph (C) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2021 unless Council makes a direct award. If paragraph (D) is checked, the City of Cleveland is prohibited by Section 3599.03 from awarding a contract to the non-profit corporation.

- ____ (A) NO INDIVIDUAL or entity owned more than 20% of the corporation or business trust between January 1, 2019 and December 31, 2020.
- ____ (B) NO PRINCIPAL of the above named entity made, as an individual, one or more contributions to the Mayor or the Mayor's Committee between January 1, 2019 and December 31, 2020 that totaled in excess of \$1,000.00. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).
- ____ (C) ONE OR MORE PRINCIPALS of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2019 and December 31, 2020 that totaled in excess of \$1,000.00 individual.
- ____ (D) FUNDS OF THE NON-PROFIT CORPORATION were contributed to the Mayor or the Mayor's Committee at any time.

GO TO SECTION IV.

SECTION IV. TO BE COMPLETED BY ALL ENTITIES.

I do hereby state that I have legal authority to complete this statement on behalf of the above-named entity and to the best of my knowledge and belief the answers herein are true and complete.

Print Name _____ Print Title _____
Signature _____ Date _____
Telephone No. _____
(Area Code) _____

STATE OF _____)
COUNTY OF _____) SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named _____, who acknowledged that (he/she) did sign the foregoing statement and that the same is (his/her) free act deed, personally and as duly authorized representative of _____, and the free act and deed of the entity on whose behalf (he/she) signed.

Notary Public _____
Date _____

FOR MAYOR'S OFFICE USE ONLY

_____ ELIGIBLE _____

_____ INELIGIBLE _____

DATE _____



City of Cleveland
Frank G. Jackson, Mayor

VENDOR ENTRY FORM

☐ Add Vendor

☐ Change Vendor Info

☐ Delete Vendor

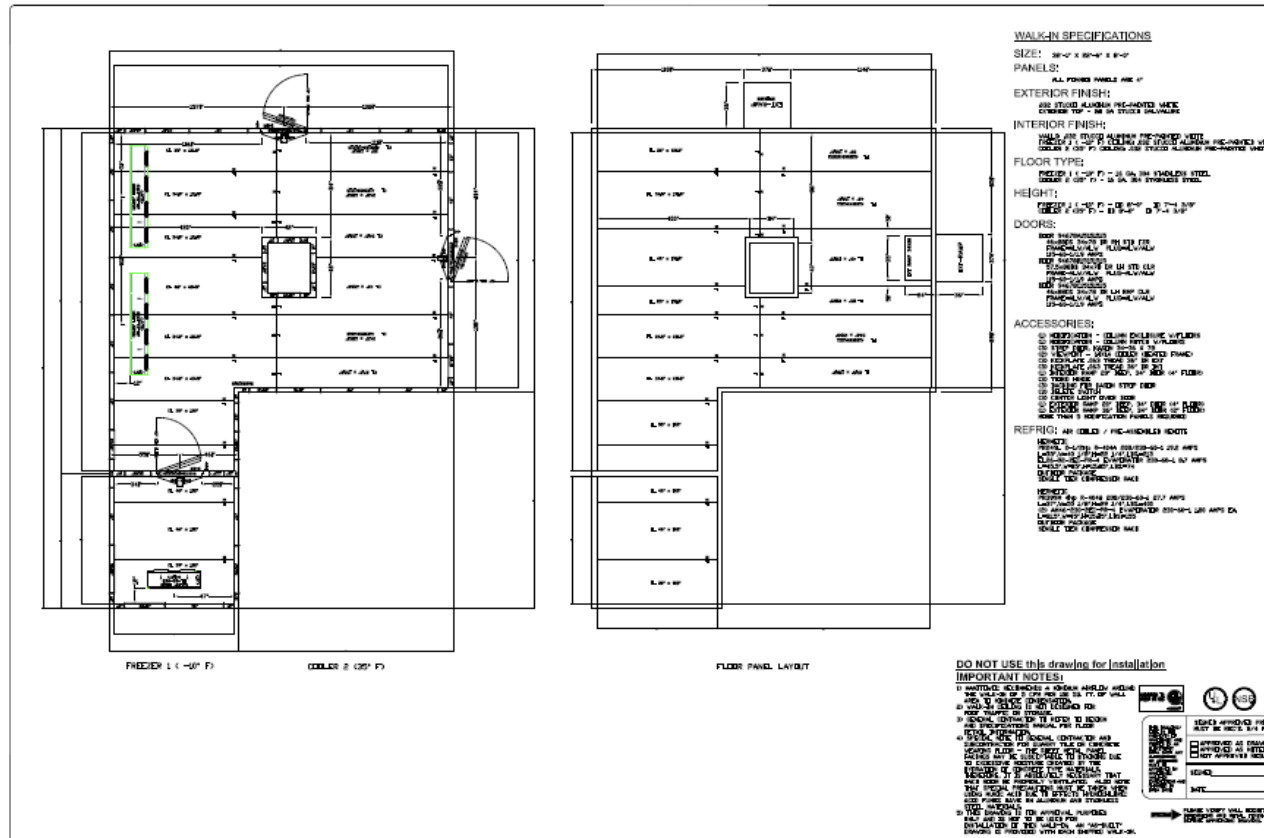
Business Name:											
1099 INFORMATION											
Incorporated?	<input type="checkbox"/> YES <input type="checkbox"/> NO		Federal Tax ID:			-					
If "NO" Check One:	<input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> OTHER:										
If "NO" Enter your Social Security Number:				-			-				
IRS Reporting Name*:											
<i>*If this is not the name listed on contracts with the city, please attach a detailed explanation.</i>											
Address:											
City:						State:		Zip:			
Phone:	()	Ext.			Fax:	()			
Website Address:											
Email Address:											
ORDERING ADDRESS INFORMATION											
Check each that applies*:											
Address:											
City:						State:		Zip:			
Phone:	()	Ext.			Fax:	()			
Contact:						Title:					
Email Address:											

**Please attach additional pages if you have more than one ordering/other location.*

C of C 81-245

EXHIBIT – A

JUL 01, 2011 4:31 PM EST
 192.168.1.1-192.168.1.1-192.168.1.1

[illegible][illegible]

City of Cleveland
Cleveland Public Auditorium
500 Lakeside Avenue
Cleveland, Ohio 44114

Project No. 11003.00

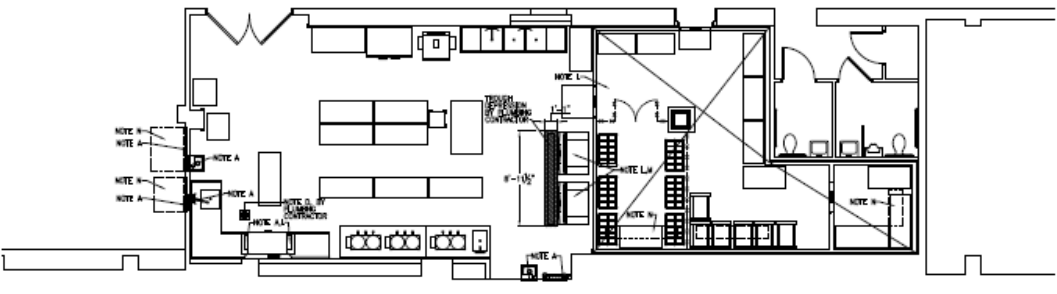
Abstract

**Westlake
Reed
Leskosky**

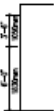





© Weston Reed Leskozy

FOODSERVICE EQUIPMENT
REFRIGERATION DETAILSQF201^{CD}

SPECIAL CONDITIONS NOTES	
NOTE A	CONTRACTOR SHALL ENSURE ALL WALLS AND/OR CEILINGS ARE PROPERLY REINFORCED TO SUPPORT ALL WALL AND/OR CEILING SUPPORTED EQUIPMENT AS PER DETAIL 7.07.
NOTE B	NOT USED.
NOTE C	NOT USED.
NOTE D	CONTRACTOR SHALL STITCH FLOOR TO AREA FLOOR DRAINS PER ARCHITECT'S DRAWINGS.
NOTE E	NOT USED.
NOTE F	NOT USED.
NOTE G	NOT USED.
NOTE H	NOT USED.
NOTE I	NOT USED.
NOTE J	NOT USED.
NOTE K	NOT USED.
NOTE L	CONTRACTOR SHALL VERIFY INSTALLATION HEIGHT OF SINKS/CEILING WITH FOODSERVICE EQUIPMENT BELOW AS SHOWN.
NOTE M	CONTRACTOR SHALL ENSURE STRUCTURAL FLOOR IS ADEQUATE TO SUPPORT ALL EQUIPMENT SUCH AS PLAZA DECK, ICE MAKER AND REFRIGERATION UNITS.
NOTE N	REFRIGERATION LINES TO FROM PACKAGE REFRIGERATION SYSTEM ARE TO COORDINATE PENETRATIONS AND LINE RUNS WITH GENERAL CONTRACTOR.
NOTE O	NOT USED.
NOTE P	SEE TO COORDINATE ALL EQUIPMENT LEGS WITH FLOOR DRAIN AND FLOOR FINISH LOCATIONS.



SERVICE PANTRY

				
A DRAINAGE HOOD VENTILATION	B SINK AND BELOW COUNTER WATER DRAIN	C SINK OVERFLOW		
				
D DRAINAGE HOOD VENTILATION				
E SINK AND BELOW COUNTER WATER DRAIN				
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INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS

7.07

Checked by

Drawn by
JAL, W. 2011 4/14 PM
PROJECT: CLEVELAND AUDITORIUM

Revised / Revision	
No.	Description
1	ISSUED

DESIGNED BY	JOHN J. LITTLE
CHECKED BY	JOHN J. LITTLE
DATE	5/16/2011
SCALE	3/8"=1'-0"
SHEET	2 OF 2

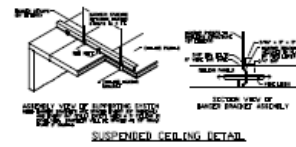
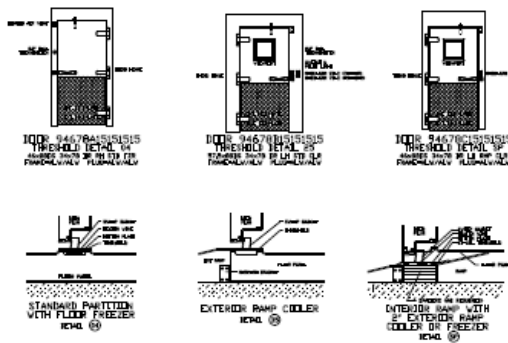
DRAWING NO.	94678-2
PROJECT	500 LANSING AVENUE, CLEVELAND, OHIO 44114
CLIENT	CITY OF CLEVELAND
ARCHITECT	REED LESKOSKY
ENGINEER	KOLPAK

NO.	REVISION	DATE
1	ISSUED	5/16/2011
2	ISSUED	5/16/2011
3	ISSUED	5/16/2011
4	ISSUED	5/16/2011
5	ISSUED	5/16/2011

City of Cleveland
Cleveland Public Auditorium
500 Lansing Avenue
Cleveland, Ohio 44114
Project No. 11003,00
Architect
Reed Leskosky
225 East 8th Avenue
Suite 100
Cleveland, Ohio 44115
T 216.222.1100
F 216.222.1102
www.rlsk.com

© Westlake Reed Leskosky
FOODSERVICE EQUIPMENT
REFRIGERATION DETAILS

CD
QF202



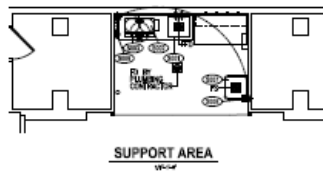
DO NOT USE this drawing for installation
IMPORTANT NOTES:
1. BATHING: NO BATHING A PERSON SHOULD BE IN THE BATHING AREA OF THE BATHING AREA.
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REVISIONS	REVISIONS
NO.	DATE
1	5/16/2011
2	5/16/2011
3	5/16/2011
4	5/16/2011
5	5/16/2011

WORK DESCRIBED IN THESE NOTES IS TO BE PERFORMED UNDER DIVISION 22 (PLUMBING) AND DIVISION 23 (HVAC).

- [illegible]

REFRIGERATION NOTES	
NOTE A1	CONDENSER LINES TO CONDENSER UNIT HORIZONTAL RUNS OF SUCTOR LINE PITCHED TOWARD COMPRESSOR - MIN. 1/2" (10mm) PER 10'-0" (3000mm)
NOTE B1	LIQUID LINE SLOPED UP
NOTE C1	REFRIGERATION LINES TO EVAPORATOR UNIT
NOTE D1	EVAPORATOR DRAIN LINE TO BE TYPE "M" COPPER PITCHED 1/2" (10mm) PER FOOT AND CONTAIN AN AIR BELL AS AN AIR GAS SEPARATION DRAIN LINE AND DRAIN



NOTE:
REFER TO SHEET QF105 FOR
MECHANICAL UTILITY LOAD
SCHEDULE

NOTE: THIS DRAWING IS FOR INFORMATION ONLY.

GENERAL CONTRACTOR SHALL COORDINATE WITH THE KITCHEN EQUIPMENT SUB-CONTRACTOR AND RELATED MECHANICAL, ELECTRICAL AND PLUMBING SUB-CONTRACTORS TO ESTABLISH FINAL SPOT CONNECTIONS LOCATIONS AND CONFIGURATIONS AS REQUIRED. THIS DRAWING SHALL NOT BE USED TO LOCATE ANY UTILITY CONNECTIONS IN THE FIELD OR TO LOCATE ANY ROUGH-IN, PENETRATION, OR OTHER REQUIREMENTS.

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[illegible]

Client
City of Cleveland
Cleveland Public Auditorium
500 Lakeside Avenue
Cleveland, Ohio 44114

Project No. 11003,00

Abstract

**Westlake
Reed
Leskosky**

© Westlake Reed Leskosky

FOODSERVICE EQUIPMENT
MECHANICAL SPOT
CONNECTION PLAN CD

QF102

ELECTRICAL NOTES

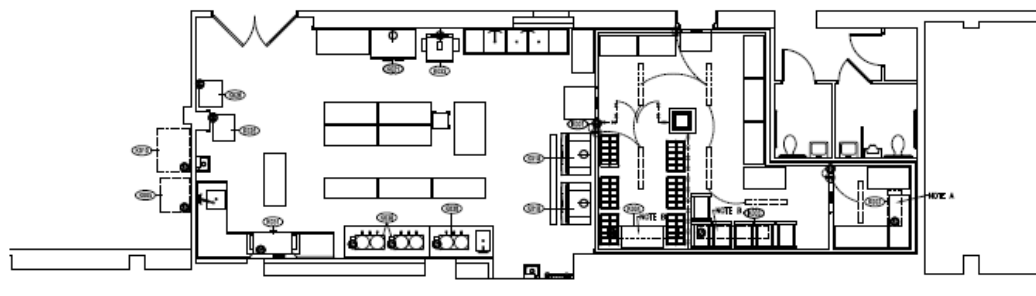
WORK DESCRIBED IN THESE NOTES IS TO BE PERFORMED UNDER DIVISION 26 (ELECTRICAL).

1. THIS DRAWING LOCATES FINAL ELECTRICAL POINTS OF CONNECTION FOR EACH FOODSERVICE EQUIPMENT ITEM. IT DOES NOT INDICATE UTILITY ROWER-IN LOCATIONS AND MUST NOT BE USED FOR THAT PURPOSE. LOCATIONS, SIZES, AND HEIGHTS ABOVE THE FLOOR ARE APPROXIMATELY AS THEY WILL OCCUR ON THE EQUIPMENT ITEMS SHOWN. THE DESIGN OF SYSTEMS TO ACCOMMODATE THESE REQUIREMENTS IS TO BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND MEET WITH THE APPROVAL OF ALL GOVERNING AUTHORITIES.
2. UTILITIES SHOWN ARE FOR FOODSERVICE EQUIPMENT ITEMS ONLY. THIS DRAWING MUST BE USED IN CONJUNCTION WITH THE ELECTRICAL SCHEDULES FOR OTHER REQUIRED UTILITIES.
3. CONSIDER ALL UTILITIES IN WALLS AND STUB-OUTS OF WALLS AS REQUIRED FOR CONNECTIONS. DO NOT RUN EXPOSED ON THE FACE OF THE WALL. DO NOT STUB-OUT OF THE FLOOR UNLESS IT IS BELOW PROTRUDING EQUIPMENT.
4. EXPOSED CONDUIT WORK SURFACES TO BE STAINLESS STEEL. EXPOSED CONDUIT BELOW WORK SURFACES TO BE CHROME PLATED.
5. NOT USED.
6. NOT USED.
7. NOT USED.
8. PROVIDE CONDUIT AND WIRING BETWEEN ELECTRIC DEFROST UNIT COOLERS/FREEZERS AND CONDENSING UNITS.
9. NOT USED.
10. NOT USED.
11. NOT USED.
12. PROVIDE DUPLEX CONVENIENCE OUTLET (125/16, 20A) AT HEIGHT INDICATED.
13. COORDINATE THE INTERFERENCE OF ALL SPECIFIED TEMPERATURE ALARM SYSTEMS TO BUILDING SYSTEM.
14. NOT USED.
15. ELECTRICAL PANELS TO BE LOCATED WITHIN LINE OF SIGHT OF EQUIPMENT SERVED BY PANELS AND NOT FURTHER AWAY FROM EQUIPMENT THAN LOCAL CODE REQUIREMENTS ALLOW.

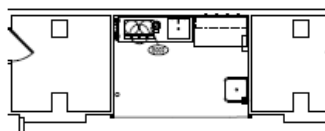
ELECTRICAL ABBREVIATIONS AND SYMBOLS	
SWITCH	SW
ELECTRICAL CONNECTION	EC
JUNCTION BOX	JB
WHALE REEFTABLE	WR
DUPLEX REEFTABLE	DR
DATA COMMUNICATIONS	DC
SMALL JUNCTION BOX	●
AMP	A
HALOWATT	HW
HORSEPOWER	HP
VOLT	V
FEET	F
INCHES	I
AROUND RIGID FLOOR	ARF
DOWN FROM ABOVE	DFA

REFRIGERATION NOTES

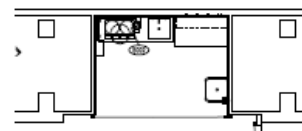
- NOTE A: FOOD AND CONTROL WIRING BETWEEN CONDENSING UNIT AND REFRIGERATOR SHALL BE IN LINE OF SIGHT OF ELECTRICAL TRACE (FOR FREEZER ONLY).
- NOTE B: CONDENSING UNIT IN CONDUIT TO BE AT CONDENSING UNIT OF ELECTRICAL TRACE.



SERVICE PANTRY



SUPPORT AREA



SUPPORT AREA

NOTE: REFER TO SHEET QF105 FOR ELECTRICAL UTILITY LOAD SCHEDULE

NOTE: THIS DRAWING IS FOR INFORMATION ONLY. GENERAL CONTRACTOR SHALL COORDINATE WITH THE OTHERS EQUIPMENT SUB-CONTRACTOR AND RELATED MECHANICAL, ELECTRICAL, AND PLUMBING SUB-CONTRACTORS TO ESTABLISH FINAL RAIN CONNECTIONS LOCATIONS AND CONNECTIONS TO REFRIGERATION, THE CONDENSING UNIT, AND TO LOCATE ALL UTILITY CONNECTIONS TO BE MADE OR TO LOCATE ANY WORKING IN PROGRESS, OR OTHER REQUIREMENTS.

Revised / Rejected	
No.	Rev.
1	000001
2	000002
3	000003
4	000004
5	000005
6	000006
7	000007
8	000008
9	000009
10	000010

Client
City of Cleveland
Cleveland Public Auditorium
500 Lakeside Avenue
Cleveland, Ohio 44114
Project No. 11003,00
Architect
Westlake
Reed
Leskosky
325 East 8th Avenue
Suite 1000
Cleveland, Ohio 44115
T 216.222.1300
F 216.222.1307
www.wrlr.com

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FOODSERVICE EQUIPMENT
ELECTRICAL SPOT
CONNECTION PLAN CD

QF103

EXHIBIT B

The Cleveland Public Auditorium and Conference Center Equipment List

<u>Category</u>	<u>Item Description</u>	<u>#Available</u>
Chairs	Grey padded/chrome legs	2,374
Conference set-up	Wooden podium blue	20
Conference set-up	Wooden podium brown	3
Conference set-up	Easels	13
Event set-up	Bike racks	52
Event set-up	Stanchions	13
Tables	8 foot long	157
Tables	6 foot long	25
Tables	60 inch rounds	93
Tables	72 inch rounds	183
Tables	Butcher Block	19